

Cedar Rapids

Teamsters #238 (Dispatchers)

7/1/2006 6/30/2007

Agreement
between
City of Cedar Rapids
and
Chauffeurs, Teamsters and Helpers
Local No. 238
(Joint Communications)

July 1, 2006 – June 30, 2007

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Agreement

THIS AGREEMENT MADE AND ENTERED INTO by and between the City of Cedar Rapids, hereinafter referred to as the "Employer," and Chauffeurs, Teamsters and Helpers Local No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

Article 1 – Purpose

1.1 The purpose of the City of Cedar Rapids and the Union in entering into this Agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; the morale and security of employees covered by this Agreement; and harmonious relations; giving recognition to the legal rights and responsibilities of the City, the Union, and the employees.

Article 2 – Recognition

2.1 The Employer hereby recognizes the Union as the exclusive collective bargaining agent for the following unit, consisting of communication dispatchers of the Cedar Rapids Joint Communications Agency Board; excluding all other city employees, Joint Communications Director, supervisors, and all other persons excluded by Section 4 of the Public Employment Relations Act.

2.2 The Union recognizes the employees' responsibility to cooperate with the City of Cedar Rapids to assure maximum service to the public.

2.3 The Employer has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charters, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

Article 3 – Check Off

3.1 The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. New employee authorization forms must be submitted to the Auditor's office by the fifth of the month of the first deduction.

3.2 The Employer will recognize authorization for deductions from wages, if in compliance with State law, to be transmitted to the Union, or to such other organizations as the Union may

request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

3.3 The Employer shall make deductions for Credit Union provided the employee has provided proper written authorization.

3.4 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the employee at the request of the Union or by reason of action taken by the Employer at the request of the Union or by action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

Article 4 – Union Representatives

4.1 Authorized representatives of the Union shall be permitted to visit the Joint Communications Dispatch Center and confer with representatives of the Employer. If such Union representative desires to confer with a Union Steward or an employee he must first notify the Department Director. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from his assignment for this purpose.

4.2 Upon reasonable request, during regular business hours, the Employer shall produce for examination by the employee or his representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute; or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

Article 5 – Stewards

5.1 Employer recognizes the right of the Union to designate a reasonable number of Stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such Stewards and any changes made from time to time.

5.2 A Steward is expected to contact other employees regarding grievances at shift change unless she/he secures prior permission from the Department Director. She/he may not leave his/her job assignment or cause another employee to leave his/her job assignment unless she/he has prior approval from the Department Director.

5.3 The authority of job Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances with his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

- b. The collection of dues if payroll deduction is not used and then only when authorized by appropriate local union action.
- c. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - 1. Have been reduced to writing;
 - 2. If not reduced to writing, are of a routine nature; and,
 - 3. Do not involve work stoppages or slow downs.

5.4 The Union recognizes that job stewards and alternates have no authority to take any strike action or any other action interrupting the Employer's operations.

5.5 The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts if the Union shall declare by letter to the Employer that such action is unauthorized. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, in the event of unauthorized strike action, slow down, group absenteeism, or work stoppage in violation of this Agreement.

5.6 The Union, where an unauthorized strike action, slow down, group absenteeism, or work stoppage in violation of the Iowa statute has occurred, shall promptly order its members to return to work in addition to furnishing a letter as stated in 5.5.

Article 6 – Delegates and Committees

6.1 No employee shall be discharged by the employer because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention, or on a Union committee, the Union shall give the employer seven (7) days notice where possible prior to such employee being absent for such purpose. Not more than one employee may serve as a delegate or committeeman at one time without written permission from the employer. The Employer agrees with the foregoing provided such employee while on leave does not engage in Union organizing activity involving any other City department.

6.2 Members of the Union Contract Negotiation Committee or Grievance Committee shall be granted leave from duty for all joint meetings between the employer and the Union concerning negotiations of the terms of a contract, or grievance meetings when such meetings take place at a time during which such members are scheduled to be on duty. Each such member shall give at least 24 hours' notice of such meeting to the Department Director.

Article 7 – Departmental Rules

7.1 Each employee is expected to follow all written and verbal directives. It is agreed that conformance with rules does not jeopardize the employees' right to file a grievance protesting the degree of discipline for violation of such rules.

7.2 Members and employees of the Department shall promptly obey any lawful order emanating from any superior. Should any such order conflict with a previous order from any other superior, with any general/SOP or special order, or any provisions of the Rules and Regulations, the member or employee to which such order is given shall respectfully call attention to such conflict of orders, and if the superior giving the last order does not change the same so as to obviate such conflict, his/her order shall stand and the responsibility shall be his/hers, and the person obeying the same will not be held in any way responsible for disobedience of any orders theretofore issued. If any unlawful order is given to any member or employee of the department, such member or employee will promptly report such fact to the Director.

Article 8 – Discharge or Suspension

8.1 The Employer agrees that it will not discharge or suspend any employee except for just cause. Also that in the imposing of discipline or discharge that in most cases, except for serious cases justifying immediate discharge, Employer agrees that it will issue prior warnings and administer corrective discipline before discharge. A steward will be promptly advised if an employee is placed on warning or discipline. However, a steward will be notified of the discharge of an employee and if the employee so desires, may be present at the time of the discharge. If an employee so requests, a steward shall be present as a witness, when an employee is requested to report to the Department Director because of a possible or suspected rule violation. It is understood that a probationary employee has no grievance rights for disciplinary action.

8.2 For most offenses the warning notice shall not remain in effect for a period of more than six (6) months from the date of said warning notice. Upon reasonable request during regular business hours an employee shall be permitted access to review his/her personal file. The Employer shall review with the employee any complaint received against the employee that is to be placed in his/her personal file and make known what the complaint is and who the complainant is.

8.3 Any employee may make a written request to the Collective Bargaining Representative for a hearing as to his/her suspension or discharge within five (5) days excluding Saturday, Sunday, or holiday, from the date of such suspension or discharge. Should an investigation prove an injustice has been done an employee, the employee shall be reinstated and compensated in whole, in part, or not at all as agreed to by the grievance committee.

8.4 Upon receipt of a written request for investigation and hearing, a meeting of the Grievance Committee shall be called for a hearing within ten (10) days and final decision of the Employer given within fifteen (15) days from date of discharge or suspension.

Article 9 – Grievance Procedures

9.1 It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union. All grievances must be filed within seven (7) days of alleged infractions.

9.2 Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly as shown in this article.

9.3 The following provisions are agreed upon in relation to the grievance procedure:

- a. The rights of individuals set forth in this grievance procedure are agreed upon in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.
- b. Time limits should be strictly adhered to by both parties. Any grievance not handled within the time limits of a particular step may be immediately presented for handling at the next succeeding step. A grievance not appealed within (10) days from the date it was last answered, shall be considered as settled on the basis of the last answer.
- c. Saturdays, Sundays, or holidays shall not be counted in determining the number of days in any interval mentioned in this article.
- d. Grievances alleging contract violations of a general nature, involving more than one individual, may be presented at step 9.4 (c) of this procedure.

9.4 Grievances coming within the terms of this Agreement shall be promptly handled in the following manner.

- a. Within seven (7) days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with the Department Director, with or without a steward being present. An oral reply will be given at this step.
- b. If the employee is not satisfied with the answer that is received, the steward may present the grievance within twelve (12) days after the occurrence of the incident in a written form signed by the grievant to the Director setting forth the nature of the grievance and contract provision involved. The Director shall answer such grievance within five (5) days after such presentation.
- c. If the answer of the Director is not accepted, the Union, within ten (10) days after the date of such answer may request that the grievance be submitted to a joint committee consisting of the Collective Bargaining Representative, the Director or his/her designee, both representing the City, the Steward and the Business Representative of the Union, with or without the grievant being present.

The meeting of the joint board shall be held within ten (10) working days to discuss the grievance. The Collective Bargaining Representative shall, within five (5) working days, notify the Union in writing with a copy to the Chief Steward, of the Employer's decision of the grievance.

- d. If the answer of the employer after the meeting of the joint board is not accepted, the grievance may be submitted to grievance mediation prior to requesting arbitration. The City and the Union will jointly request the services of a mediator within fifteen (15) days of the Employer's answer. If either party objects, the grievance will immediately move to the arbitration level. The grievance may be submitted to arbitration by requesting a panel of seven (7) arbitrators from the Iowa Public Employment Relations Board within fifteen (15) days of the Employer's final answer.

The parties shall meet within ten (10) days, after receipt of the panel from PERB, to select an arbitrator under the following procedure. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The party requesting the arbitration shall strike the first name; the other party shall strike one name. The process will be repeated and the remaining person shall be the arbitrator.

PERB shall be notified and requested to appoint the agreed upon arbitrator to hear the case.

9.5 The arbitrator shall be advised of the limitation placed on his/her authority by statute and by the Agreement and that his/her final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date of which the grievance first occurred.
- b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him/her; she/he shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any agreement made supplementary thereto.
- c. The arbitration hearing will be held within four (4) months of the request for arbitration.
- d. The Union will present its case first except in the case of disciplinary action where the Employer shall present its case first.

9.6 The expense and fees of the arbitrator and such other expenses as are mutually agreed to in advance shall be borne equally by the parties. Each party shall pay their own costs of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

Article 10 – Seniority

10.1

- a. The Employer shall post complete seniority lists of the employees covered by this Agreement on January 1 and July 1 of each year.
- b. An employee shall have the following seniority; (1) City seniority means an employee's length of continuous service with the Employer since his/her last date of hire and shall be used in the determination of the amount of vacation to be granted. (2) Department seniority shall be that seniority dating from the first day of successful completion of qualification and certification required of a communications dispatcher in the Joint Communication Dispatch Center, which date may or may not coincide with City seniority.
- c. Department seniority shall be used for the purpose of selection of bid jobs or layoff, or shifts to be worked, selection of holidays to be off or selection of vacation dates when openings are available - within the respective shifts.

10.2

- a. All original appointments of new employees shall be probationary and subject to a probationary period after date of appointment for twelve (12) months for all employees covered by this Agreement. At any time during such probationary period, the employer may release such employee for any reason. An employee released during such probationary period shall be given a written statement of the reason or reasons for such release. At the end of such probationary period such employee shall be classed as a regular employee with established seniority, which shall date from the date of appointment to or employment in any position for which they were originally appointed, but shall not include any period of time exceeding sixty (60) days in any one (1) year during which they were absent from the service except for disability.
- b. The new employee during his/her probationary period may be placed on any job or any shift for training purposes subject to the second paragraph of Section 10.5 (a), after completion of such probationary period.

10.3

- a. Vacancies, or new jobs are to be posted on the specified bulletin board for bids for a period of seven (7) calendar days. Jobs that become vacant while an employee is on leave, a steward shall be allowed to sign the bid for the employee in his/her absence, provided she/he gives written authorization to the steward and then she/he shall be bound by 10.7c. The written authorization shall be attached to the bid. Jobs not so filled may be filled by new hires. Qualifications are to be followed in the filling of such jobs and where two or more employees have equal skill, ability, and qualifications, then seniority shall be the determining factor.
- b. An Employee will not be considered a successful bidder for a position that is supervised by a relative.

10.4

- a. Overtime work will be assigned by Employer on a seniority basis according to the procedures outlined in Article 11.3c.

If overtime is mis-assigned (including call-in), an employee so affected shall have the opportunity to make up such missed overtime as soon as is practical not to exceed thirty (30) days at a time mutually agreeable between the city and the employee.

1. In the event an emergency arises, that it is necessary to have these individuals remain on the job past their scheduled shift or overtime, it will not be considered as a violation of this Agreement. In no case will an employee be required to work more than twelve (12) consecutive hours at any time, unless there is an emergency or the employee voluntarily accepts more hours when offered.
2. In the event of an emergency and time does not permit the following of above procedures, those employees who are immediately available shall be used first.
3. If an employee accepts the overtime and the schedule is completed, the employee will be required to work unless excused by Management. If the employee accepting the overtime is unable to work the overtime, she/he shall be responsible for finding a replacement following the appropriate seniority clause. She/he shall submit a written statement signed by both employees to the affected lead dispatcher during his/her normal tour of duty on or before the day prior to the day the overtime is to take place. If Management concurs, the replacement will normally be allowed. Any actions taken by the employer in granting or denying provisions of this section shall be non-grievable.
4. Employees on approved leave and days off in conjunction with vacation shall not be required to accept overtime assignments except in cases of emergency, nor is the employer required to call during such leave. If the employee accepts the call-in while on one of the above leaves, the leave would be cancelled and the individual would be working at the applicable rate of pay.

10.7 In the event it becomes necessary to reduce the work force, employees with the least city seniority shall be laid off first if the remaining employee can qualify to do the work. When recalling employees they shall be recalled according to seniority if they are qualified for the positions to be filled.

10.8

- a. In the event of a lay-off, an employee so laid off, and who is later recalled, shall be given ten (10) days' notice of recall by certified letter, mailed to his/her last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.

- b. All employees on a layoff status shall retain their seniority that they had when they were laid off. They will not continue to earn seniority while on layoff. Upon return to work after recall, a laid-off employee will have his/her seniority date adjusted to give him/her credit for past seniority. She/he will thereafter be entitled to a proportionate vacation for the following year, getting credit for all months in which the employee worked more than ten (10) days. His/her previous insurance coverage will be reinstated.
- c. Employee's insurance status during layoff subject to Article 16.3.

10.9 An employee shall lose all seniority rights under this Agreement for the following reasons:

- a. Voluntary quit.
- b. Discharge for cause.
- c. Unexcused absence for a period in excess of three (3) consecutive working days.
- d. Failure to secure proper leave of absence or failure to return by the expiration date of leave of absence or an extension thereof properly granted.
- e. Laid off for a period of more than twenty-four (24) months.
- f. Failure to return after being recalled from layoff as shown in 10.8.a.
- g. Has not worked on a job covered under this Agreement for any reason for a period of twelve (12) months except for job incurred injuries or layoff.
- h. Working another job while on leave for any purpose unless written approval is received from the Director in advance.
- i. The Employer receiving medical certification that permanently restricts the employee from performing essential duties unless an accommodation is permitted under 10.9 of this Agreement.

10.10 If an employee is selected by the employer for a supervisory position outside the bargaining unit, such employee shall be granted a six (6) month probationary period for the purpose of qualifying for such job. At the end of such six (6) month period, the employee so selected shall either return to his/her former job or forfeit all accumulated seniority rights in the bargaining unit.

Article 11 – Work Week and Overtime

11.1 This article is intended only to provide a basis for calculating overtime and establishing normal work schedules and shall not be construed as a guarantee of hours of work per day, per week, per month, or per year.

11.2

- a. The normal scheduled workweek shall consist of eight (8) hour days following the schedule in Appendix A.

Communication Hours

7:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	11:00 p.m.
11:00 p.m.	-	7:00 a.m.

- b. Lunch periods. Employees in the Communication Center will have a 20 minute paid lunch period.
- c. Rest Periods. Whenever it is possible, each employee may take a fifteen (15) minute rest period the first half of the shift and a second such rest period the second half of the shift. The time of such rest periods will vary from shift to shift upon mutual agreement of the employee and the lead dispatcher. Rest periods not taken are not accumulative or available for exchange for time off if not taken.

11.3

- a. All employees shall be paid for all time worked in the employment of the Employer. Employees shall be paid at the rate of time and one-half (1 1/2) their basic hourly rate for hours actually worked in excess of forty (40) hours in any work week. However, employees who are scheduled for a 32-hour workweek will receive 1-1/2 for all hours worked in excess of 32 hours. Any granted paid leave hours such as Flex-leave, Long-term Illness and Injury or holiday time coming will be counted as time worked in computing the forty (40) hour or thirty-two (32) hour work week whichever is applicable. All overtime hour calculations shall be computed to the nearest one-tenth hour.
- b. Employees shall be compensated, at the direction of the Director, either in cash payment at time and one-half or compensatory time at time and one-half for all hours in excess of forty (40) hours in one week or 32 hours in one week, whichever is applicable as described in 11.3.a. Any time not taken may be carried forward into the next contract year. This time can only be taken off with the consent of the Director or designee. The maximum banked hours allowed is 120 hours.
- c. Hours to be worked in excess of 40 or 32, whichever is applicable, will be offered to full-time dispatchers on their scheduled day off for the full scheduled vacant shift first by seniority. The offered overtime will next be offered on a 4-hour basis by seniority. Should the overtime be refused, the employee with the least number of overtime

hours working the previous or following shift will be required to work the four (4) hours. Unscheduled overtime will be filled by employees on the job on the shift immediately prior to and/or following the vacancy based on the number of overtime hours previously worked. Overtime will be offered to employees on their days off if they take the full 8 hour shift.

11.4 For pay purposes the work week of the Employer runs from midnight Friday of one week to midnight Friday of the following week. Also for pay purposes, holidays begin at 11:00 p.m. and end 24 hours later.

11.5

- a. There shall be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled eight (8) hour shift of an employee, shall not be considered overtime.

11.6 All overtime to be worked must be approved in advance in writing by the Department Director except in case of emergency. The Employer retains the right to require any or all employees to work additional hours when an emergency exists or the Employer believes it necessary in the interest of public safety.

11.7 Payday shall be bi-weekly and shall be on a Friday except that when Friday is a holiday, pay will be made available on the day preceding such holiday. However, should there be any change necessary in permanently scheduled paydays the employees will be notified at least ten (10) days prior to such change. Not over two (2) weeks pay shall be held back.

11.8 An employee called back after his/her regular shift, for reasons beyond his/her control, shall be given two (2) hours work on his/her own job or other available work or a minimum of two (2) hours pay at one and one-half (1 1/2) times his/her basic hourly rate. Such hours will not constitute a day's work for the purpose of calculating overtime.

11.9 An employee called in to work two (2) hours or less prior to the established starting time of his/her scheduled shift shall be paid at the rate of time and one-half (1 1/2) his/her basic hourly rate for the time worked.

11.10 It is anticipated that from time to time an employee may receive a phone call when she/he is not at work for information to assist the Department in completing such employee's reports or for other information. The employee shall furnish all information in his/her possession to the person making such call.

11.11 When an employee is required by the director to assume the duties and responsibilities of a classification higher than that which she/he normally holds, for the period of at least two (2) hours, she/he shall be paid at the rate for the higher classification.

11.12 An employee working voluntary overtime can not be forced to work more than the hours they volunteered, unless in the event of an emergency.

Article 12 – Tuition Reimbursement

12.1 Employees are eligible for reimbursement as outlined in City Personnel Policy 6.04, Educational Assistance Program. The program pays 60% of the cost of tuition and books to \$1,700 annually in pursuit of a degree. All courses must be approved by the department director prior to enrollment in the classes. City Personnel Policy 6.04, Educational Assistance Program, spells out the procedural rules for participating in this program.

Article 13 – City Property

13.1 An employee leaving the service of the Employer whether through resignation, retirement, lay off or discharge, is responsible for returning any City property which she/he may have in his/her possession. Failure to return City Property may result in the employee's final check being held up with deduction being made for the value of the property, except for out-of-date manuals, out-of-date rule books, training manuals, etc. if not available.

HTC may be made prior to 60 days in advance of the day requested. Time will be granted on a first come, first served basis. Requests received on the same day will be granted on a seniority basis.

Article 14 – Holidays

14.1 Legal holidays observed by employees, unless employees are required to be on regular duty are:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Easter	Friday After Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Year's Eve Day

14.2 All employees will observe the holiday on the day on which it falls.

14.3 When an employee is scheduled to work or called in to work on a holiday, she/he shall be paid time and one-half (1 1/2) for hours worked on the holiday.

14.4 Employees who volunteer or are forced to work overtime on any of the following six (6) holidays: New Year's Eve Day, New Year's Day, Fourth of July, Thanksgiving, Christmas Eve Day, and Christmas shall be compensated at two times their regular hourly rate for all overtime hours worked on the above referenced holidays.

Article 15 – Flex Leave

Flex-leave is a combination of vacation leave, holiday time coming, sick leave and funeral leave. See Appendix B for details.

Misuse of Flex-leave or misrepresentation in connection therewith shall constitute proper cause for discipline.

Flex-leave benefits and regular pay will not be paid for the same hours.

A schedule for block Flex-leave selection will be posted at the beginning of the year and employees may use their seniority to select prior to March 1st. Employees will have 48 working hours to make their vacation selections. If an employee is unable to make a selection within that designated time then they will forfeit their choice until the schedule circulates back through them. There must be an appropriate workforce on hand at all times. Flex-leave will be scheduled by the Employer according to the department's operational requirements and the written preferences and seniority of the employees.

Prior to March 1st, employees may use their seniority to select Flex-leave in blocks of one (1) to fifteen (15) consecutive days. Employees will only be allowed to schedule block flex-leave for time that will accrue for the calendar year in addition to any compensatory or flex-leave time that was carried over from the previous year.

After March 1st, any employee who has not selected Flex-leave days will only be able to select an available time that has not been chosen by others prior to March 1. Time will be granted on a first come, first serve basis. Requests received on the same day will be granted on a seniority basis. Requests for single days may not be made more than 60 days in advance.

Vacation selections may not be cancelled after March 1st unless there is mitigating circumstances as determined by the Director, and 45 days notice is required. If an employee fails to give proper notice or cancels without due cause then they will forfeit their vacation selection for the following year. If proper notice is given, the employee shall not suffer any consequences and the cancelled selection shall be available and posted on a seniority basis.

An employee assigned to a rotating shift will select as though assigned to the afternoon shift.

Article 16 – Health and Welfare

16.1 The employee will contribute \$40.00 for family coverage or \$20.00 for single coverage each month. The employees are eligible for IRS 125 to pay the premiums in pretax dollars as well as sign up for the other tax breaks allowed under the law.

Effective 01-01-07

The member deductible for single plan coverage is one hundred dollars (\$100) and the maximum out-of-pocket expenses are five hundred dollars (\$500). The member deductible for family plan coverage is three hundred dollars (\$300) and the maximum out-of-pocket expense is one thousand dollars (\$1,000). Prescription drugs have a separate deductible and maximum out-of-pocket, and are not included above.

Effective 01-01-07

The City will furnish to all members a three (3) tiers prescription drug card with single deductible of two-hundred dollars (\$200.00) and family deductible of four-hundred (\$400.00), with a five hundred dollars (\$500) out-of-pocket maximum for both single and family, separate from other medical expenses. The City shall pay the higher co-insurance percentage and the member shall pay the lower co-insurance percentage. Tier 1 (Generic) with 90/10% Co-insurance, Tier 2 (Formulary Brand) with 75/25% Co-insurance, or Tier 3 (Non-formulary Brand) with 60/40% Co-insurance. Lifestyle specialty drugs will not be covered.

Effective 01-01-07

The City will offer a Health Risk Assessment process. Any employee who completes a Health Risk Assessment will receive one month of health insurance coverage at no premium cost. Information gained in the Health Risk Assessment process will not be shared with City of Cedar Rapids management except in aggregate form. The Health Risk Assessment process is optional.

New Employees: The Employer to contribute one-half (1/2) of the insurance premium for the first 5 months after they become eligible at the employee's option.

- b. The Employer shall contribute \$3.00 per month for all employees Group Life Insurance with Accidental Death and Dismemberment in the amount of \$10,000.00 on each eligible employee until the employee reaches age 65 at which time the face value of the insurance reduces to \$6,500.00. At age 70, the face value of the insurance reduces to \$5,000.00 and the Accidental Death and Dismemberment portion is dropped. Employees will be offered the opportunity to purchase up to \$50,000.00 in additional insurance subject to availability and certain limitations.

16.2 The Employer shall make available to the employee at the employee's option and expense, subject to the restrictions, if any and of whatever kind, of the Employer's carrier, a group dental insurance plan, for their dependents.

16.3 During a layoff or an unpaid leave of absence for any reason as shown under Article 20 herein, the employee may continue his/her health insurance and life insurance accordance with the master contract of the insurance company by making arrangements with the City Auditor's office to pay the entire cost of monthly premiums for each month. However, the City will continue to pay the insurance premium for 3 months for an employee on an unpaid medical disability leave after all paid leave is exhausted. Failure to make such payment will result in the employee being dropped from coverage in accordance with the provisions of the master policy of each carrier.

Article 17 – Jury Duty

17.1 The Employer shall pay all employees serving on any jury the difference in salary between jury pay and his regular salary while in such service. If employee is discharged from the jury before the workday ends, he must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. Employees who work the 1st and 3rd shifts shall be transferred to the day shift for pay purposes for the tour of jury duty.

Article 18 – Leave of Absence - General

18.1 Leaves of absence will follow the general personnel policies and provisions of the Employer which cover special leaves, Long-term Illness and Injury, job injury sick leave, maternity leaves, Flex Leave and military leaves, etc. as described in the following Articles.

18.2 Failure of an employee to comply with the provisions required prior to a leave may result in discipline for the employee involved. However, inability to work because of proven sickness or injury shall not result in any loss of seniority rights. During the period of absence on any leave, the employee shall not engage in gainful employment as this may result in his/her being dropped from the payroll. An exception shall be where full information is given to the Employer in advance if the employee is to be on an approved leave of absence in accordance with any Article of this Agreement.

Article 19 – Job Injury Sick Leave

19.1 All accidents must be reported to the supervisor within forty-eight (48) hours after the accident to insure proper coverage under Workers' Compensation Law.

19.2 The first three (3) consecutive calendar days that an employee injured on the job in the employment of the Employer is off work shall be on the basis of Flex-leave to which she/he is entitled under the pay plan of the Employer

19.3 After said three (3) day period, the employee may elect to use Flex-leave or Long-term Illness/Injury to supplement Worker's Compensation benefits to equal their net salary.

Article 20 – Maternity Leave

20.1 Pregnancy and related medical conditions are considered temporary physical disabilities and Flex-leave and Long-term Illness/Injury may be used for absences due to these causes on the same basis as any other temporary physical disability. A doctor's certificate indicating the anticipated dates of physical disability will be required as soon as the employee has knowledge thereof, in addition to doctor's certificates which indicate the actual dates of disability.

20.2 Following the expiration of her accrued paid leave, the employee may request leave without pay per Article 22.

20.3 The employee is expected to return to work as soon as she is physically able to resume job duties. Upon returning to work she must present a doctor's certificate indicating that she is physically able to return to work.

20.4 The employee must be a regular full-time employee.

Article 21 – Voting

21.1 Employees who do not have three (3) consecutive hours off outside of their working hours and during the time the polls are open from 7 a.m. to 9 p.m. are entitled to enough time off with pay so they will have three (3) consecutive hours of time off while the polls are open. However, in such cases, they are required to make written application to their department head who in turn will determine when time off may be granted.

Article 22 – Special Leave

22.1 A department director may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed a total of ten (10) working days in any calendar year; or five (5) working days in any one instance.

22.2 Any leave of absence for six (6) days or more will require the authorization of the City Council.

22.3 The City Council may authorize special leaves of absence for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes:

With or without pay for attendance at a college, university, conference or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the Employer; with or without pay for urgent personal business requiring employee's attention for an extended period such as settling estates or liquidating a business; and with or without pay for purposes other than the above that are deemed beneficial to the Employer.

22.4 The City Council may authorize special leaves of absence for medical necessity after all accrued paid leave is exhausted not to exceed twelve (12) months, but only for such period of time as are operationally feasible for the department. Such leave must be requested in writing and supported by a doctor's certificate.

22.5 During periods of medical leave without pay in excess of thirty (30) calendar days the employee may continue insurance by paying the entire cost of the monthly premiums each month.

An employee who is granted special leave without pay under this Article will not accrue Flex-leave or Long-term Illness/Injury credits after thirty (30) calendar days, but will maintain seniority.

22.6 An employee permitted to attend a seminar, school, or conference for the mutual benefit of the employee and Employer, will not suffer any loss in pay for the employee's normal work week, for the time necessary for such attendance. There will be no additional pay for time spent over eight (8) hours in a day or for time spent traveling to and from the seminar, school or conference but will be reimbursed for cost of transportation, housing, and

meals as limited by the City, while she/he is away from Cedar Rapids. Any expenses for items required by the school will be reimbursed and such items shall become the property of the department. Proof of purchase and necessity of purchase will be required to justify reimbursement. Intent is that employees are to be paid their normal pay for the pay period during attendance at seminars, schools or conferences.

Article 23 – Family and Medical Leave Act

23.1 Employees are eligible for this type of leave under federal law. The policy and procedures for obtaining and using this type of leave are included in the City of Cedar Rapids Personnel Policy Manual, Section 5.14, Appendix A.

Article 24 – Safety Accidents and Reports

24.1 A bargaining unit representative shall be appointed, who will meet with the Employer representative when necessary for the purpose of discussing safety and promulgating safety regulations, with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. The Employer shall notify the Union and post on the bulletin board these appointments.

24.2 An employee involved in an accident while operating City equipment shall immediately report said accident to his/her supervisor and is responsible for filling out an accident report promptly, turning in all available names and addresses of witnesses. She/he shall also report any physical injuries sustained by him/herself or any other persons involved in such accident. Failure to comply with this provision shall subject such employee to disciplinary action.

24.3 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his/her shift.

24.4 It is the duty of an employee immediately at the end of his/her shift to report on suitable forms all defects in equipment that she/he has used during the shift.

Article 25 – Bulletin Board

25.1 The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business. No notice relating to social or religious affairs of any outside group will be permitted on these boards. The Union recognizes that the posting of information and notices on this bulletin board may be subject to the approval of the Director or his/her designee.

Article 26 – No Strike Clause

26.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, or support any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment. In the event that any employee violates this Article, the Union shall immediately

notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

26.2 The Employer agrees that the Union will not be held responsible or liable for damages under the law for any of the foregoing action by employees covered by this Agreement provided the Union immediately makes a genuine and bona fide effort to end such action; and notify the Employer in writing that such action has not been authorized by the Union, and authorizing the Employer to impose proper discipline or discharge for those employees who are guilty of such unauthorized action.

Article 27 – Wages

27.1 Each employee covered by this Agreement shall be paid in accordance with the following position classification and pay rates effective for the first payday in July of 2006. See attached respective Schedule D.

New classifications. The rate of compensation of any new classification introduced in the unit shall be negotiated.

Procedure for review of improperly allocated position. An employee having facts which leave him to believe that he/she is improperly classified because of changes in duties occurring after the date of execution hereof, may submit same at the Step 2 grievance procedure; however, said grievance must be submitted within fifteen (15) working days after a change in the duties has been made.

Should any response of said grievance procedure constitute a reallocation of position, no change in pay resulting therefrom shall be effective before the date the grievance was formally filed. If no agreement is reached in the grievance procedure at the 9.4 d level the grievance shall not be submitted to arbitration.

27.2 All new hired employees shall initially be placed in the entry rate of pay for his/her classification.

Article 28 – Complete Agreement

28.1 The Union and the Employer acknowledge that the understandings and agreements arrived at between the parties after negotiations are set forth in this Agreement. Therefore, the Employer and Union, for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

28.2 This article is not intended to prohibit discussion between the Employer and employees in regard to existing practices or any changes effected by either the Legislature or courts during the term of this Agreement.

Article 29 – Separability and Savings Clause

29.1 It is the sense and intention of the parties hereto that all of the provisions of this Agreement shall comply with all applicable statutes or authority or restriction on authority granted the Employer and any ordinances, rules and regulations made in compliance with such statute.

29.2 In the event that any provision of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or found to be in conflict with any statute, ordinance or rule or regulation made in compliance with such statute, such decision or conflict shall not invalidate the entire Agreement and it being the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

29.3 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiation to modify such provision to comply with such decision.

29.4 Reserved

29.5 From the Code of Iowa "601A.14 Promotion or transfer. After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as part of such agreement."

Article 30 – Effective Date

30.1 This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2006, and shall continue in full force and effect from year to year thereafter unless written notice to change or modify it is served by either party hereto prior to date of expiration, between September 1, 2006 and September 15, 2006.

The contract to be effective July 1, 2006, to June 30, 2007.

Chauffeurs, Teamsters & Helpers Local
Union No. 238, Affiliated with the
International Brotherhood of Teamsters

CITY OF CEDAR RAPIDS

By:

Dary Canham

Mayor:

Kay Halloran

Title:

Sec Treasurer

Date:

15 June 2006

Date:

6-15-06

Attest:

Ann Allinger

Date:

6-16-06

SCHEDULE D – Wage Rates

CITY OF CEDAR RAPIDS
SALARY AND WAGE SCHEDULE
JOINT COMMUNICATIONS (Dispatchers)
(Effective for 1st Payday in July, 2006)

<u>Grade</u>	<u>Rate 1</u>	<u>Rate 2</u>	<u>Rate 3</u>	<u>Rate 4</u>
12	15.05	16.37		
20	16.90	18.38	18.77	20.14
22	21.08			

Wage Increase = 3.25%

GRADE 12 = Dispatcher I
GRADE 20 = Dispatcher II
GRADE 22 = Lead Dispatcher

Step Increases: Employee will start as Dispatch I at entry rate (1) and progress to next rate after one year of service in the Grade 12. After 2 years, the employee is eligible to move to Grade 20, Step 1, Dispatch II, if the employee meets performance requirements. The employee will move through the step on an annual basis from the date of entering the classification.

Rates are on an hourly basis.

Shift Differential: \$.30 per hour additional for employees who are working the 3:00 p.m. to 11:00 p.m. shift at straight time and \$.35 per hour additional for employees who are working the 11:00 p.m. to 7:00 a.m. shift at straight time.

Dispatcher assigned as a Trainer will receive an additional 10% over their current hourly rate for hours spent in training.

Thursday, July 01, 2004 to Saturday, July 31, 2004

Page: 1

Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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Appendix B – Flex Leave Policy for Joint Communications

Background

All paid leave will be included in one policy that will allow greater flexibility for employees and easier administration for the management staff. With a few exceptions, employees will manage their own paid leave. The policy will include two (2) leave accounts: 1) Flex-Leave Account and 2) Long-term Illness/Injury Account (LTII). The Long-term Illness/Injury account is correlated to the Long-term Disability (LTD) insurance waiting period of ninety (90) calendar days or five hundred and twenty (520) regular scheduled work hours.

Policy

It is the policy of the City of Cedar Rapids to provide a Flex-Leave program that will include all paid leave except as listed below.

Exclusions

This policy DOES NOT include nor does it apply to: 1) time coming, 2) holiday time coming, 3) pay for work performed on a holiday, 4) worker's comp, 5) jury duty, or 6) military leave.

Scope

This policy is applicable to all members of the Joint Communications Teamster bargaining unit.

Exceptions

Any employee on an unpaid leave of absence in excess of thirty (30) days will not accrue Flex Leave or Illness/Injury leave. Accrual will apply to the first thirty (30) days only.

Definitions

1. Anniversary Date: Employee's last date of hire as a regular employee with the City.
2. Flex-Leave Account: Current accumulations of paid leave.
3. Long-term Illness/Injury Account: Accumulated paid leave Accessed Only as a result of illness/injury after forty (40) consecutive hours (pro-rated for part-time employees) of Flex-Leave for medical purposes. Employees on a concentrated medical treatment program (ie: Chemotherapy regiment, etc) may be eligible to access for the time spent in treatment without meeting the forty (40) consecutive hour requirement.
4. Scheduled Leave: This paid leave requires notification by the employee and approval received from the Department head or designee no later than the end of the employee's previous work day or what would have been the end of the previous work day had the employee been scheduled to work.. Approval of scheduled leave by the department head or designee is subject to the operational needs of the department. A waiver of such notification includes if an employee must leave work

due to illness or other emergency situation. Employees with a diagnosed, chronic illness that is certified by the attending physician in advance, may be granted, at the discretion of the department head, additional scheduled leave. Such employee will be required to co-operate fully in order to qualify. An employee is not required to use Flex Leave for the day of the funeral of a spouse, parent, child, sibling, grandparent, grandchild or domestic partner if the funeral is on a day an employee is normally scheduled to work.

5. **Unscheduled Leave:** This paid/unpaid leave requires that notification must be provided to the Department head or designee prior to the employee's work day. Approval of unscheduled leave is subject to operational requirements of the department.

Specific Provisions

1. Employees will have two (2) paid leave accounts:
 - a. Flex-Leave Account
 - b. Long-term Illness/Injury Account
2. Employees will accumulate paid leave in their Flex-Leave Account on a monthly basis, the first pay day of the month according to the following schedule (part-time accrue on a pro-rata basis):
completion of 1 month through 12 months of service 16.7 hours monthly
completion of 13 months through 72 months of service 20.0 hours monthly
completion of 73 months through 132 months of service 23.4 hours monthly
completion of 133 months through 192 months of service 26.7 hours monthly
completion of 193 months of service 30.0 hours monthly

Sick leave account balances on January 1, 2000, will be deposited in the employee's Long-term Illness/Injury Account. Employees will accrue six (6) days annually into the Long-term Illness/Injury Account as spelled out below:

- a. Employees who have more than five hundred and twenty (520) hours January 1, 2000, will continue to accrue the six (6) additional days until they leave city employment.
- b. Employees who have less than five hundred and twenty (520) hours on January 1, 2000, will continue to accrue the six (6) additional days only until the Illness/Injury Account reaches five hundred and twenty (520) hours. If the LTII account drops to five hundred (500) hours, the employee will begin accruing four (4) hours per month until the account is again at five hundred and twenty (520) hours.
- c. New hires will accrue six (6) days annually in the Illness/Injury Account only until they reach five hundred and twenty (520) hours.

3. Employees may utilize the Flex Leave Account either as scheduled or unscheduled leave.
 - a. Scheduled leave will be deducted from either the Flex-Leave Account or the Long-term Illness/Injury Account, whichever is applicable.
 - b. Unscheduled leave will be deducted from the Flex-Leave Account only. Employees who have used Unscheduled Leave five (5) times up to forty (40) hours in a calendar year (pro-rated for part-time employees) will be required to take additional Unscheduled Leave during the calendar year without pay except for those situations spelled out under the DEFINITIONS section of this policy.
4. Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of forty (40) consecutive hours (pro-rated for part-time employees) may use any accumulated paid leave from the Long-term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The employee must provide the employer with a statement from her/his attending physician certifying the employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
5. Employees with an unused accumulated balance in the Flex-Leave Account on the employee's anniversary date will be allowed to carry the balance into the next year or exercise the option outlined in paragraph six (6). Employees are allowed a maximum accumulation of twelve (12) times their monthly accrual rate in effect on the employee's anniversary date in the Flex-Leave Account. Employees who terminate employment with the City will receive payment for the balance in the Flex-Leave Account accrued through the employee's last day of employment.
6. Employees who have an accumulated balance of Flex-Leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
 - a. carry part or all of the balance into the next year.
 - b. convert up to forty-eight (48) hours to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above five hundred and twenty (520) hours or the applicable part-time requirement,
 - c. transfer hours to the Long-term Illness/Injury Account.
7. Employees who have Flex-Leave Accounts in excess of maximum allowed (See paragraph 5) are required to exercise one of the following options, applicable:
 - a. If the Long-term Illness/Injury Account is less than five hundred and twenty (520) hours, the employee must transfer the excess amount to the Long-term Illness/Injury Account until five hundred and twenty (520) hours (pro-rated for part-time employees) is accumulated.

- b. If the Long-term Illness/Injury Account is already at five hundred and twenty (520) hours, the employee has the option of transferring all or a portion of such excess hours in the Flex-Leave Account to the Long-term Illness/Injury Account and/or converting up to forty-eight (48) hours to cash at their regular rate on their anniversary date.
8. Employees may donate Flex-Leave Account hours to another employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.